

GRAVES COUNTY SCHOOLS  
MAYFIELD, KENTUCKY  
*CONTRACTUAL AGREEMENT EMPLOYING SUPERINTENDENT*

This CONTRACTUAL AGREEMENT, made and entered into this the 24th day of April, 2013, by and between the BOARD OF EDUCATION OF GRAVES COUNTY (hereinafter the "BOARD"), and KIM M. HARRISON (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 24th day of April, 2013.

WITNESSETH:

WHEREAS, the BOARD intends and does desire to employ a Superintendent, and whereby the Superintendent desires to be employed as same,

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. TERM OF EMPLOYMENT

This Contract supersedes any previous Contracts of Employment between the BOARD and the SUPERINTENDENT and the SUPERINTENDENT is hereby hired and retained for a period commencing July 1, 2013, to June 30, 2015, as Superintendent of School for the Graves County Schools, Mayfield, Kentucky.

2. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. OUTSIDE ACTIVITIES

The SUPERINTENDENT agrees to devote the time, skill, labor and attention necessary to perform well and faithfully the duties of Superintendent and Executive Agent and Professional Advisor to the Board, as set out by law, regulation, policy and this Contract.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meeting,

for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Graves County Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such function shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

#### 4. COMPENSATION

The initial annual salary of the SUPERINTENDENT shall be One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) per year. The salary shall be paid in equal monthly installments on the same dates as administrators who work twelve (12) month are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any such adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Any salary increases shall be at a minimum the same percentage as that given to certified and classified employees of the District. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a portion of one meeting, at least annually, to an evaluation of the SUPERINTENDENT's performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. Such annual discussion shall be held in executive session at a BOARD meeting or as otherwise permitted by law. This provision is not to be considered to limit the BOARD to one evaluation of the SUPERINTENDENT per year. The BOARD may conduct more if, in their opinion, additional evaluations are warranted.



## 5. WORKING DAYS AND BENEFITS

- a. Working Days - It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken. The SUPERINTENDENT shall, upon request, provide the BOARD with a schedule of actual and proposed workdays for the current contract year.
- b. Leaves - The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees.
- c. Expenses - The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and accordance to Board Policy.
- d. Professional and Civic Dues - The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), and one (1) civic club of the SUPERINTENDENT's choice.
- e. Automobile Expenses - The SUPERINTENDENT shall be provided an automobile per Board policy.

## 6. TERMINATION OF EMPLOYMENT AGREEMENT

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

- By expiration of its term;
- Mutual agreement of the parties;
- Discharge for cause.

## 7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. SAVINGS CLAUSE

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. LICENSE

The SUPERINTENDENT shall furnish throughout the term of his Contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as a SUPERINTENDENT.

10. ADMINISTRATION

The SUPERINTENDENT shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the District, which are subject to appointment by the SUPERINTENDENT.

11. AGENCY

The SUPERINTENDENT, as executive agency of the BOARD, shall be in charge of the educational and business affairs of the district. The BOARD, and its members individually, shall refer all appropriate matters to the SUPERINTENDENT for study and recommendation. Nothing in this section shall be construed as preventing the Board from acting in any manner in which it is entitled to act by law.

12. HOLD HARMLESS

The BOARD agrees that it shall defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in his individual capacity or in his official capacity as agent and employee of the BOARD, provided the incident arose while the SUPERINTENDENT was acting within the scope of employment. If in the good faith opinion of the SUPERINTENDENT a conflict exists regarding the defense to any such claim between the legal position of the SUPERINTENDENT and that of the BOARD, the SUPERINTENDENT may engage counsel, in which event the BOARD shall indemnify the SUPERINTENDENT for the

cost of legal defense.

13. SUPERSEDING AGREEMENT:

This Contractual Agreement shall supersede, replace and/or terminate any prior agreement between the BOARD and SUPERINTENDENT, specifically, the Contract Employing Interim Superintendent entered between the parties effective June 17, 2010, and all terms of said contract are terminated coincident with the effective date of this Agreement.

14. MISCELLANEOUS

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this AGREEMENT, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

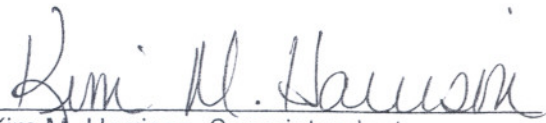
This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairman and its members, on the day and year first above written.

BOARD OF EDUCATION OF GRAVES COUNTY

BY: Charles R. Holmes  
Charles R. Holmes, Chairman  
Board of Education



  
Kim M. Harrison, Superintendent

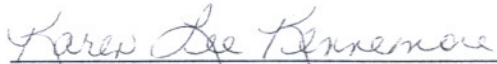
STATE OF KENTUCKY  
COUNTY OF GRAVES

On this the 24<sup>th</sup> day of April, 2013, before me the undersigned, a notary public in and for said state, personally appeared

GRAVES COUNTY BOARD OF EDUCATION, by and through its Chairman,  
CHARLES R. HOLMES

Known to me, or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged and sworn to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon on behalf of which the person acted, executed the instrument.

Witness my hand and official seal

  
Notary Public

My Commission Expires: 10-8-2016

STATE OF KENTUCKY  
COUNTY OF GRAVES

On this the 24<sup>th</sup> day of April, 2013, before me the undersigned, a notary public in and for said state, personally appeared

KIM M. HARRISON, Superintendent

Known to me, or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged and sworn to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the

person, or the entity upon on behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Karen Lee Kennerly  
Notary Public

My Commission Expires: 10-8-2016